

ORIGINAL

Attorney or Party Name, Address, Telephone and Fax Number, and CA State Richard A. Marshack, Trustee 26632 Towne Centre Drive, Suite 300 Foothill Ranch, CA 92610 (949) 340-3400 Fax (949) 340-3000	FOR COURT USE ONLY <div style="border: 2px solid black; padding: 10px; text-align: center;">FILED JAN 26 2004 <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small></div>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA In re: BOEGE'S SPORTING GOODS & ASSOCIATES, INC., Debtor(s).	CASE NO.: SA 03-18468 RA

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: N/A	Time: N/A
Location: N/A	Ctrm: N/A

Type of Sale: ☒ Public ☐ Private Last date to file objections: FEBRUARY 10, 2004

Description of Property to be Sold: Debtor's remaining inventory consisting of baseball bats, football helmets, jerseys, and other miscellaneous items (the "Inventory").

Terms and Conditions of Sale:

1. In summary, the principal terms of the Agreement is as follows:
 - a. **Payment:** Trustee has accepted an offer from William Levegood in the total amount of Two Thousand Dollars and 00/100 Cents (\$2,000.00). Mr. Levegood has remitted to the Trustee a deposit of One Thousand Dollars and 00/100 Cents (\$1,000.00).
 - b. **The Inventory is sold "as is - where as":** The Inventory is being sold, "as is - where as," thus the Trustee is not making any representation, warranties, either express or implied, as to the Inventory's condition, uses (prior, present and future), or otherwise. Moreover, the Trustee shall not warrant or represent the Inventory's compliance with any applicable federal, state or local environmental laws, zoning laws or applicable regulations. The Buyer shall agree that Buyer is acquiring the Inventory "as is," with all faults and conditions then existing on the Inventory, including any hazardous substances or hazardous waste that may be located on the Inventory, whether know or unknown, and Buyer shall assume all responsibilities for all such faults and conditions, whether disclosed or not. Moreover, Buyer is expressly aware and fully informed that the Trustee is selling the Inventory in his capacity as the Chapter 7 Trustee of the Debtor's bankruptcy estate.
 - c. **Sale Subject to Bankruptcy Court Approval.** The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California, Santa Ana Division.
 - d. **Acknowledgment of the Trustee's Capacity:** the Buyer shall be expressly aware and fully informed that the Trustee is selling the Property exclusively in his capacity as the Chapter 7 Trustee of the Debtor's bankruptcy estate. No personal liability for costs, fees or other charges on the Trustee's part is intended, and any liability is strictly the liability of the Debtor's bankruptcy estate.
 - e. **Bankruptcy Court Jurisdiction:** Since the Trustee is selling the Inventory in his capacity as the Chapter 7 Trustee for the Debtor's bankruptcy estate and further, since the Inventory is property of the Debtor's bankruptcy estate, the resolution of any and all disputes between the parties herein concerning the transaction shall be resolved by the United States Bankruptcy Court for the Central District of California, Santa Ana Division.

34
116
25

Further, the Trustee has agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

Proposed Sale Price: \$2,000.00

Overbid Procedure (If Any): Overbids must exceed the purchase price listed above by at least ten percent (10%), all cash in advance, and meet all other conditions as detailed above.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing: N/A

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

RICHARD A. MARSHACK, TRUSTEE
26632 TOWNE CENTRE DRIVE, SUITE 300
FOOTHILL RANCH, CA 92610
(949) 340-3400 FAX (949) 340-3000
Email: PKRAUS@MSHBLAW.COM

Date: JANUARY 24, 2004